

SHADOW CREEK PUMPKIN FARM, LLC

Release of Liability, Assumption of Risk, and Indemnification Agreement

This release of liability, assumption of risk, and indemnification agreement ("Release") is entered into between Shadow Creek Pumpkin Farm, LLC, ("Company" and "Farm"), and the undersigned person(s) ("You" and "User"). You must agree to all the terms of this Release to buy tickets to access, use, or enjoy Shadow Creek Pumpkin Farm.

***Please initial each blank below and sign at the bottom of the form* Once completed, proceed to the Admission Silo window to purchase admission tickets! Thank you!**

_____ You agree You are signing this Release, in consideration for the right of You and/or Your Guests to access, use, and enjoy a facility operated by the Company and the products, services, and benefits therein (collectively referred to as the "Farm"). You understand and agree that the Company will not allow You or Your Guests to access, use, or enjoy the Farm, unless You agree to the terms of this Release.

_____ You represent, warrant and covenant that **You are at least 18 years old**, and Your Guests are authorized to enjoy the Farm with You. "Guests" means (1) anyone for whom you have bought a ticket or other admission to the Farm, or (2) all persons in attendance with You at the Farm including, but not limited to, adults in your company, as well as any minors and disabled, or incompetent adults, under Your care or supervision. If any of your Guests are minors, You agree that, (1) You are such Guests' parent(s) or legal guardian(s), or (2) such Guests' parent(s) or legal guardian(s) have given You express authorization to allow such Guests to access, use, and enjoy the Farm with You or in your company.

_____ You **assume all risks** relating to Your and Your Guests' access, use, and enjoyment of the Farm.

_____ You represent that You are **not under the influence of any controlled substance (including alcohol)**, and that You will not be under the influence of any such substance when present at any Farm activity sites, or while participating in activities at the Farm. You realize that participating in/using the Farm activities while under the influence of a controlled substance would endanger others and Yourself, and you assume all risks and liability.

_____ You are aware that You and Your Guests **might be photographed** and/or videotaped during his/her participation and authorize such photographs and/or videotapes to be used by the Farm and/or A.G. Photography, in training and/or promotional materials at any point in the future. You and Your Guests will not receive compensation for the use of such photographs and/or video releases.

_____ You give consent to the Farm's employees and to **emergency medical personnel to treat him/her** if they deem it to be medically necessary. You authorize the Farm's employees and subcontractors to secure such medical advice and services as they feel necessary for User's health or well-being.

_____ You hereby declare, acknowledge and give voluntary consent to allow **the Farm's employees to assist You, Your Guests, successors, heirs, and next of kin assistance in the ingress and egress of various attractions**. This consent includes, but is not limited to, barrel trains, jump pads, hay hill slides, hay pyramids, hayrides, etc, if they deem it to be necessary. User authorizes the Farm's employees, and sub-contractors to assist, as they feel necessary, for User's health or well-being.

_____ You agree to **accept financial responsibility for any medical expenses** and/or loss of income that results from You and Your Guests' participation in, or use of, the facilities and/or activities at the Farm.

_____ You **understand that Farm activities** are, by their nature, physically and emotionally demanding, and that participating in these activities may involve risks such as walking, bending, twisting, pulling, lifting, running, jumping, climbing, swinging, increased heart or breath rates and/or physical contact with others.

_____ You agree that access, **use, and enjoyment of the Farm may present being subjected to risks** of injury, harm and/or damages, to You and Your Guests, including but not limited to minor physical injuries (such as scrapes or bruises), serious physical injuries and illness (such as broken bones,

concussion, staph infection and E. coli infection), catastrophic physical injuries (such as death or paralysis), property damages, unforeseen harm (mental and/or emotional damage) and other losses (both economic and non-economic). You agree to accept and assume all risks, liabilities, and responsibility for all injuries, illness, health problems, emotional problems, mental problems, damages, and losses of any type, arising from or relating to Your and Your Guests' access, use, and enjoyment of the Farm.

_____ You understand that **Farm staff have the right to deny participation in activities**, should we deem there is a safety or health concern.

_____ You **understand and assume all dangers and risks** (both known and unknown) associated with Your presence at the Farm and/or any activity sites, and release and discharge of the Farm and their agents, officers and employees from any and all claims or causes of action arising from such presence or participation. You agree to indemnify and hold harmless SHADOW CREEK PUMPKIN FARM, LLC, its successors or assigns, representative officers, agents and employees for any damage to property and/or injury to person (including death) alleged or claimed to have been caused by or through the use by the User, the Jump Pad, or the condition of the site, and shall indemnify and hold harmless SHADOW CREEK PUMPKIN FARM, LLC and its successors or assigns, and the respective officers, agents and employees of SHADOW CREEK PUMPKIN FARM, LLC from and against any and all claim or claims arising out of the use by the User or the condition of the site of the jumping pad, hayride or other activities, and whether or not such claim or claims are based in whole or in part on the negligence or contributory negligence of any one or more of them; the User shall pay, liquidate and discharge any and all claims or demands for personal injury (including death) and for loss of and damage to any and all property caused by growing out of or incidental to the use of the jumping pad or any other activities at the farm, by the User.

_____ You waive the right to bring any suit or other cause of action in court.

_____ Your purchase of these admission tickets is intended to bind Your representatives, administrators, successors, heirs, next of kin and assigns on his/her behalf.

_____ You are accepting these exact terms for each adult and minor individual that You are purchasing tickets for, and release Shadow Creek Pumpkin Farm, LLC, from any and all liability related to Your visit to the Farm.

To enter and enjoy the Farm, you agree as follows:

1. You are responsible for Your actions and the acts of others in Your group.
2. You and Your Group must follow all Farm rules, policies, and instructions.
3. The Farm is not responsible for any lost, stolen, or damaged property.
4. You assume all risks relating to Your and Your Group's use of the Farm.
5. You agree not to sue the Farm.
6. You agree to indemnify, defend, and hold harmless the Farm against all Claims relating to You or anyone in Your Group.
7. You agree that the farm does not issue refunds. All Non scanned/Unused tickets are transferable to any other day within the same year. (Date attended MUST be of equal or lesser value).

Printed Name

Signature

List names of individuals you are purchasing tickets for below. You will only be allowed to purchase tickets for the number of names on this form. 😊

